NATIONAL WEATHER SERVICE INSTRUCTION 10-2003 JULY 2, 2002

Operations and Services Forensic Services NWSPD 10-20

RECORDS RETENTION

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SUMMARY OF REVISIONS: This directive supersedes Weather Service Operations Manual D-90, "Weather Support for Accident Investigations and Litigation," issuances 97-2 and 97-8 dated February 19, and August 15, 1997, respectively.

Signed by Gregory A. Mandt

Gregory A. Mandt

Date

Director, Office of Climate,

Water, and Weather Services

Records Retention

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- 1. <u>Overview</u>. The National Weather Service (NWS) records needed at a later time for accident investigations and litigation are retained and disposed of in accordance with the National Oceanic and Atmospheric Administration (NOAA) Records Disposition Handbook instructions, this Instruction, and NWS Instruction 10-2004, sections 3.1 and 6. The NCDC accomplishes a significant portion of the NWS records retention function. The Memorandum of Understanding (MOU) between the NWS and the National Environmental Satellite, Data, and Information Services (NESDIS) details the retention of NWS service products (see Appendix A).
- 2. <u>Service Products</u>. Service products issued by NWS offices are transmitted on the Advanced Weather Interactive Processing System (AWIPS) or Federal Aviation Administration (FAA) communications to an NWS Gateway (NWSTG) server. The products are then electronically transferred to the NCDC and ingested into the Hierarchal Data Storage System to meet the minimum 5-year service records retention requirement. The NOAAPORT serves as the backup for the collection of service products missed due to system failure or other disruption of the primary records transfer. A limited short-term records retention responsibility also resides in NWS offices: each NWS office will maintain a capability to (electronically) retrieve and print hard copies of their forecast products it issues within the first 14 days of creation (see NWS Instruction 2004, section 6).
- 3. Retention of Automated Observations Records. Observations generated by the Automated Surface Observing System (ASOS) or Automated Weather Observing System (AWOS) and transmitted on AWIPS or FAA communications to the NWSTG are service products and will be retained in accordance with the NWS/NESDIS MOU. There are no retention requirements for automated reports not transmitted on AWIPS or FAA communications, except as discussed in NWS Instruction 2004, section 3.

- 4. Retention of Weather Surveillance Radar-1988 Doppler (WSR-88D) Data. WSR-88D archive levels and the method of distribution to the NCDC are detailed in Part A of the Federal Meteorological Handbook (FMH) No. 11, Chapter 5, Archiving; and the NWS Observing Handbook No. 9, WSR-88D Operations, Chapter 6. The NCDC is responsible for the permanent archiving of WSR-88D data and produces hard copy images of the routine Archive Level III products itemized in FMH No.11. There is no NWS-wide requirement for the recording and/or retention of non-routine radar products or displays from the local AWIPS data base.
- 5. <u>Miscellaneous Records</u>. Non-service product records commonly required in accident investigations/litigation and other documentation support activities, and related retention requirements are listed below.
- a. Texts of written weather briefings and hard copy graphic records and copies of the Daily Record of Facility Operation log or equivalent prepared by the Center Weather Service Units (CWSU) retained for 30 days at the CWSU and from 30 days to 5 years at the CWSU or the NWS office having administrative responsibility for the unit. Note: Electronically transmitted products derived on the Weather and Radar Processor (WARP) or other electronic systems will not be printed solely for retention purposes.
 - b. Pilot Briefing Logs (WS Form D-10) retained on station for a minimum of 6 months.
- c. Any fire weather forecasts, warnings, and advisories not entered into AWIPS retained at the originating office for 5 years.
- d. Station Duty Manual (SDM) NWS offices shall maintain a historical SDM file, separate from the current SDM. The file shall contain all superseded and/or canceled portions of the SDM and any canceled temporary operational instructions for a minimum of 5 years from the date of cancellation. Each page of the current SDM and the historical SDM file must be dated.
- e. Supplemental NWS regional directives and other operational instructions to NWS field offices retain historical file at issuing regional headquarters for a minimum of 5 years from the date of cancellation.

Appendix A

MEMORANDUM OF UNDERSTANDING

between

The National Oceanic and Atmospheric Administration's (NOAA)

National Weather Service (NWS)

and

National Environmental Satellite, Data, and Information Service's (NESDIS)

National Climatic Data Center (NCDC)

regarding

The Long-term Retention of NWS Forecasts and Other Products at NCDC

Section I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) between the National Weather Service (NWS) and the National Environmental Satellite, Data, and Information Service (NESDIS) concerns the long term retention of NWS forecasts and other products defined as service products. The purpose of this agreement is to replace the MOU dated December 28, 1982, relating to the ingest, retention and servicing of the data and information of the Service Records Retention System (SRRS). A suitable replacement for the SRRS is needed in the Advanced Weather Interactive Processing System (AWIPS) era to meet the legal records retention requirements as detailed in National Oceanic Atmospheric Administration (NOAA) and NWS directives. NWS offices of interest are the Office of Climate, Water and Weather Services (OCWWS) and the Office of Operational Systems (OPS). The National Climatic Data Center (NCDC) of NESDIS will be responsible for carrying out the NESDIS terms of this agreement.

Section II. BACKGROUND

In 1982, the long-term retention function for NWS service products was transferred to the NCDC. The function was accomplished by the SRRS. The arrangement, as detailed in the MOU of 1982, has proved efficient and reliable.

During the late 1990s, the AWIPS replaced the Automation of Field Operations and Services (AFOS) as the means for processing and communicating NWS products. The change from AFOS to AWIPS provides an opportunity to change from a laborious tape transfer to an electronic/satellite delivery of data and information to the NCDC. This MOU covers activities associated with implementing an interim method for transferring service products from the NWS to the NCDC, defines NWS Service Products, and provides for a final digital transfer solution (NOAAPORT). When NOAAPORT and its linkages to the NCDC retention system are certified to perform a similar function, they will become the primary means for acquiring all service products and replace the interim solution.

Section III. NWS SERVICE PRODUCTS

The three basic groupings of NWS Service Products (SP) are:

- Observations: observations reports originated by NWS, Federal Aviation Administration, or Department of Defense facilities and transmitted through the NWS Telecommunication Gateway, NOAAPORT, or equivalent. These reports may include, but are not limited to, surface observations (including Automated Surface Observing System and Automated Weather Observing System reports), pilot reports, upper air reports, marine reports, and automated buoy observations.
- Forecasts: all official routine and non-routine disseminated products related to, or derived from, NWS forecast and warning programs (alphanumeric and graphic format), regardless of dissemination method.

- Graphics: all routine and non-routine environmental data and analysis graphics, such as surface analysis, standard layer upper air analyses, weather depiction, radar summary, etc.; and all routine and non-routine graphics represented as official NWS forecasts, including various aviation prognostic graphics (e.g., Low Level and High Level Significant Weather Prognosis) produced by the National Centers for Environmental Prediction and other NWS facilities (e.g., Alaska Aviation Weather Unit).

Section IV. RESPONSIBILITIES OF THE PARTIES

The parties agree as follows:

NCDC will:

- 1. Retain NWS-generated SPs for five years.
- 2. Provide a digital interface to whichever NWS system is used to collect the SPs and transfer the SPs to its retention system.
- 3. Implement a method for transferring SPs collected over NOAAPORT to its retention system. Until another approach is agreed to by the parties, NOAAPORT will serve as backup for the collection of any SPs missed due to system failure or other disruption of the primary means.
- 4. Respond to NWS Forensic Services Program, OCWWS, requests by providing paper copies of NWS SPs with individual or group certification (if required). The copies shall replicate the official products issued by the NWS, having a set (or pre-determined) format, as disseminated to the external user. NWS offices may request non-certified SPs direct from NCDC.
- 5. Maintain the capability to electronically deliver products (e.g., via the NCDC web interface) should NWS be able to use electronically transferred SPs.
- 6. Make every effort to fulfill NWS requests within 10 working days after receipt.
- 7. Forward to, or coordinate with, the Forensic Services Program, OCWWS, all user requests received by the NCDC which include requirements for certified NWS service products. A "user" is defined as any person, party, company, or agency outside of the NWS.
- 8. Notify Forensic Services Program, OCWWS, as soon as possible, anytime requested SPs are not available in the NCDC retention system.
- 9. Provide to OCWWS the required servicing point(s) of contact.
- 10. Provide to OCWWS the required resources to support NWS service product requests.

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NWS will:

- 1. Provide NCDC a list of the SPs that NCDC will receive electronically and will be required to service. In addition, any changes to this list will be provided to NCDC.
- 2. Provide a primary means for making NWS-generated service products available to the NCDC. Initially, this will be an electronic transfer of the SPs to NCDC. NOAAPORT will become the primary means when it has been demonstrated as a suitable replacement for the interim system. All NWS SPs will have standard World Meteorological Organization Headers. NWS will maintain a 72-hour backup capability for SPs on the AWIPS National Control Facility (NCF) archive.
- 3. Provide technical assistance for the installation and operation of an NWS-provided capability to display NWS-generated SPs for fulfilling requests for NWS graphics in paper form. The N-AWIPS, N-AWIPS follow-on system, or other NCDC-developed display capabilities will include a paper production system.
- 4. Be the contact point for users submitting requests for certified NWS SP records.
- 5. Review and, where necessary, coordinate with users to clarify any ambiguous service product requests.
- 6. Determine and subsequently order from the NCDC, any SP records necessary to satisfy user requests received by the NWS for certified records.
- 7. Provide authentication (Department of Commerce Certification) of SPs (if required).

Section V. FUNDING AND RESOURCES

NWS will:

- 1. Provide NCDC with funding for the initial development of, and any major changes to (necessitated by a change in NWS requirements), the electronic ingest system, archive, and servicing capability required for the five-year retention of NWS SPs.
- 2. Provide NCDC with funding to cover operational ingest, archive, and servicing to satisfy the number of NWS requests per year for service product data. A request is hereto defined as one that is initiated from an NWS office or other Federal agency within one calendar day for one or more types of service products relevant to one date or a group of consecutive dates. The required funding will be negotiated at an annual review of this MOU and documented as a memorandum. A formal review will be conducted every five years. NCDC will track and make available to NWS the number of NWS requests for service products it receives each calendar year.

Section VI. MANAGEMENT AND COORDINATION

The NCDC Chief, Climate Data Division, will be the focal point for the interim system. The NCDC Chief, Climate Services Division, will be the NCDC focal point for monitoring the provisions of this MOU. The NWS focal point will be the Forensic Services Program, OCWWS. The NWS point of contact for problems associated with the transfer of service products to NCDC will be the Telecommunication Gateway Operations Branch, OPS.

Section VII. DISPUTE RESOLUTION

Should disagreement arise regarding the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the technical and program level, the area(s) of disagreement shall be stated by each party via the most appropriate means and presented for discussion and consideration to the other party. If agreement on interpretation is not reached within 15 working days, the Parties shall refer the disagreement to respective higher officials within NOAA for appropriate resolution.

Section VIII. MODIFICATION

This MOU will be reviewed periodically for its currency.

Section IX. EFFECTIVE AND TERMINATION DATES

This MOU and any subsequent modifications agreed to by the parties shall be effective from the date of the last signature by an authorized representative of a party and will remain in effect until this MOU is terminated. This MOU may be terminated by either party by providing 120 days advance notice to the other party.

Thomas R. Karl	Gregory A. Mandt Director	
Director		
National Climatic Data Center	Office of Climate, Water, and Weather Services	
(signed)	(signed)	
Date (9/20/01)	Date(9/20/01)	